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WEBSITE DESIGN, DEVELOPMENT & HOSTING AGREEMENT

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Developer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Developer>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] <<insert Address>> ("the Developer")
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<Name of Client>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] <<insert Address>> ("the Client")

WHEREAS:

- (1) The Developer carries on the business of website design, development, hosting, and related services.
- (2) The Client wishes to engage the Developer to provide website design, development, hosting, and related services on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

"Acceptance Retests"

to be carried out in the event of a failure under Clause 5 and Schedule 2;

"Acceptance Tests"

to be carried out on the Website as set out in Clause 5 and Schedule 2;

"Business Day"

any day other than Saturday or Sunday) on which the Client's offices are open for their full range of business hours at <<insert location>>;

"Client Site Materials"

any content provided by the Client to be incorporated into the Website;

"Commencement Date"

the date of the Agreement>>;

"Confidential Information"

any information, whether or not confidential, disclosed by either Party, information which is confidential or otherwise protected by the other Party pursuant to this Agreement (whether orally or in writing, in any form or medium, and whether or not the information is expressly stated to be confidential or otherwise protected).

**“Data Protection
Legislation”**

**“personal data”
“data subject”
“data controller”
“data processor” and
“personal data breach”**

“Defect Report”

“Defect”

“Developer Site Material”

“Hosting Fees”

“Hosting Specification”

**“Intellectual Property
Rights”**

“Non-Developer Defect”

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the legislation in force from time to time in the United Kingdom applicable to data protection including, but not limited to, the current EU law version of the General Data Protection Regulation ((EU) 2016/679), as it applies in England and Wales, Scotland, and Northern Ireland (and by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); the Privacy and Electronic Communications Regulations 2003 as amended;

the meaning defined in Article 4 of the

Defects compiled by the Developer in Clause 5.3;

the Website that causes it to fail Acceptance Tests;

the content provided or created by the Client for incorporation into the Website;

the fees to be paid by the Client to the Hosting Services, as agreed by the Client in Schedule 5;

the specification setting out the particulars of the Hosting Services that the Client requires the Developer to provide as Schedule 4;

rights to inventions, copyright and related rights (including moral rights), trade marks, domain names, rights in get-up and goodwill and the right to sue for passing off, rights in computer software, rights to use and protect the confidential information (including trade secrets) and all other intellectual property rights whether registered or unregistered, and rights to apply for renewals or extensions of, and rights in, such rights and all similar or related forms or protection which either exist now or in the future in any part of the world;

the Website that causes it to fail Acceptance Tests that has been caused by the omission of the Client, or by any other person engaged with the Client for whom the Developer is not responsible;

“Project Fees”

“Project Manager”

“Project Milestone”

“Project Specification”

“Retest Period”

“Server”

“Services”

“Testing Period”

“User Content”

“Website”

1.2 Unless the context of

1.2.1 “writing”, and
communicat
similar mean

1.2.2 a statute or
provision as
include all su

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Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or
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1.2.6 a “Party” or t

1.3 The headings used
no effect upon the i

1.4 Words imparting the

1.5 References to any g

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to be paid by the Client to the
Developer’s Services, as agreed by
in Schedule 3;

anager appointed by either Party
1;

iple phases that the design and
Website shall be divided into, as
Specification;

setting out in detail the work which
the Developer to perform, attached

thin which the Acceptance Retests
as specified in sub-Clause 5.7;

operated and administered by the
ed in Schedule 4;

design and development services
the Developer to the Client pursuant

within which the Acceptance Tests
as specified in sub-Clause 5.1;

content uploaded or otherwise
bsite by its users; and

e [at <<insert URL>>] to be
d, and hosted by the Developer
ement.

reference in this Agreement to:

tion, includes a reference to any
onic or facsimile transmission or

e is a reference to that statute or
d at the relevant time and shall
de from time to time;

this Agreement and each of the
nted at the relevant time;

ement;

ce to a Clause of this Agreement
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have
ement.

clude the plural and vice versa.

other gender.

- 1.6 References to persons shall be construed to include corporations, partnerships, limited liability partnerships, trusts, or other legal entities, and shall include successors in interest.
2. **Scope of Services, Project Management, and Client Site Materials**
- 2.1 The Parties have agreed upon the Project Specification and Hosting Specification set out in Schedules 1 and 4 respectively.
- 2.2 The Developer shall develop, design, development, and in accordance with the Project Specification and in accordance with the Project Milestones set out therein.
- 2.3 The Developer shall develop the Server in accordance with the Project Specification.
- 2.4 The Client may request amendments to the Project Specification and/or to the Hosting Specification. Proposed amendments must be made in writing.
- 2.5 Within <<insert period>> of receipt of a request or proposal under sub-Clause 2.4, the Developer shall notify the Client in writing of the terms upon which such amendments may be accommodated, including the effect on the Project Specification, the Hosting Fees, and/or the Hosting Specification.
- 2.6 Within <<insert period>> of receipt of the Developer's notice under sub-Clause 2.4, the Client shall notify the Developer in writing of its acceptance of the amendments to the Project Fees, Project Specification, or shall request a meeting with the Developer to discuss the amendments further.
- 2.7 The Client Site Materials shall be provided by the Client in accordance with the Project Specification. Upon completion and acceptance of the Website as determined by the Client, the Client shall be fully responsible for the content, accuracy, and completeness of the Client Site Materials. The Client shall be responsible for any and all damages, losses, and expenses resulting from any claims or proceedings on the grounds that the Client Site Materials are in any material that is unlawful or defamatory, libelous, fraudulent, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).
3. **Project Management and Reporting**
- 3.1 [For the duration of the Website is deemed to be in development, the Client shall] **OR** [Each Party shall] be responsible for liaising with the other Party on all matters under this Agreement. Each Party shall have the necessary knowledge and experience of all relevant matters and shall have the authority to commit the Party by whom they are appointed.
- 3.2 The Developer shall provide the Client with regular reports detailing the progress of the design and development of the Website [and the hosting of the Website]. In particular, the Developer shall indicate any important matters requiring the Client's attention.

4. **[Third-Party Software**

4.1 The Third-Party Software shall be supplied and incorporated into the Website in accordance with the applicable software licence agreement[s].

4.2 The licence fee[s] payable for the Third-Party Software shall form a part of the Project Fees payable as set out in Schedule 3.]

5. **Development, Testing, and Acceptance**

5.1 Upon completion of the development of the Website by the Developer in accordance with the Specification and Project Milestone <<insert relevant duration>> Business Days, the Client shall have a <<insert duration>> Business Days during which it shall carry out the Acceptance Tests as set out in Schedule 2.

5.2 In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the end of the Retest Period of all Defects in writing.

5.3 Upon receipt by the Developer of the Defect Report, the Developer shall, within <<insert duration>> Business Days, compile the Defect Report into a Defect Report which the Developer shall provide to the Client by the end of that period.

5.4 Upon receipt by the Developer of the Defect Report, the Parties shall agree upon a mutually acceptable solution to the Defects and to agree upon solutions to the Defects and to agree upon solutions to the Defects.

5.5 In the event that a Defect has not been caused by an act or omission of the Client or a party associated with the Client for whom the Developer is responsible, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only a Defect on the Website shall be deemed to have caused the Defect, the provisions of sub-Clause 5.9 shall apply.

5.6 Defects shall be remedied at no additional cost to the Client. The Client may require the Developer to remedy any Non-Developer Defects, however the Developer shall have the right to charge the Client in full for such remedial work at current rates for such work and to require full payment for such work.

5.7 Where applicable, the Client shall require the Developer of any and all necessary work to be completed during the Acceptance Tests, the Client shall have a Business Day Retest Period during which it shall carry out the Acceptance Tests on the Website (or the affected parts thereof, as applicable) as set out in Schedule 2.

5.8 In the event that the Acceptance Tests are not passed, the Client shall have the following options without prejudice to the Client's other rights and remedies:

5.8.1 to require the Developer to remedy the remaining Defects and to agree upon a suitable timeline for the completion of that remedial work and to agree upon the Acceptance Retests. If the Website fails the Acceptance Retests, the Client may require the repetition of the steps in the Acceptance Tests and it may proceed under sub-Clauses 5.8.2 or 5.8.3.

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5.8.2 to accept the reduction in the agreed upon Business Days. If the Parties do not agree, the Client shall [insert method] the Website in accordance with sub-Clause 5.8.3.

5.8.3 to reject the Specification immediately and refund to the Client any and all sums already paid to the Developer under this Agreement [immediately] [insert period] Business Days].

5.9 The Website shall be accepted when all Acceptance Tests and (where applicable) Defects remain (except those accepted by the Client under the Project Acceptance Tests, the Project Acceptance delay.

5.10 [Immediately upon acceptance of the completed Website] [insert period] Business Days of] the Developer shall [deliver the Website by the [insert method] and] begin hosting the Website on its Server.

6. Fees and Payment

6.1 The Client shall pay the Project Fees and Hosting Fees, calculated in accordance with Clause 5 and 5 respectively, within <<insert period>> of receipt of the invoice for the same.

6.2 Any and all sums paid to the Developer shall be [exclusive] OR [inclusive] of VAT.

6.3 If the Client fails to pay the Project Fees and Hosting Fees by the due date for payment, the Client shall be liable for the remedies (including interest) under Clause 15), the Client shall pay interest on the Project Fees and Hosting Fees from the due date for payment until the payment of that over and above the Project Fees and Hosting Fees or after judgment.

6.4 Interest under sub-Clause 6.3 shall be calculated on a daily basis at the rate of <<insert percentage>>% per annum, or the Bank of England's base rate from time to time, and at <<insert percentage>>% per annum for any period when that base rate is below 0%.

7. Website Hosting

7.1 The Developer shall deliver the Website to the Client with any and all Client Site Materials provided to them for the Website within <<insert period>> Business Days of receipt of the Client Site Materials.

7.2 The Developer shall provide the Client with access to the Server for the purposes of enabling the Client to [update the Website] [insert method] [update the Client Site Materials].

7.3 The Developer shall not be responsible for the Website with Client Site Materials. The Developer shall not be responsible for the Website with Client Site Materials.

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Developer shall be responsible for monitoring

User Content and shall not be

- 7.4 Notwithstanding subclause 7.3, if the Developer determines that any content on the Website (including Client Site Materials) is unlawful, obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or that such material that is obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or that such material incites violence, or that such material is otherwise harmful to the public (including any third party), it shall inform the Client of such content and shall remove the same immediately.

Developer reasonably believes that any content on the Website (including Client Site Materials) is unlawful, obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or that such material that is obscene, defamatory, abusive, libelous, fraudulent, or otherwise in violation of applicable law, or that such material incites violence, or that such material is otherwise harmful to the public (including any third party), it shall inform the Client of such content and shall remove the same immediately.

8. Intellectual Property

- 8.1 The Client warrants that it owns or has the right to use all Client Site Materials supplied by them to the Developer, and that it has obtained all necessary permissions and rights from the applicable licensors, as appropriate, to use all Intellectual Property in the Client Site Materials.

Developer shall not be permitted to use all Client Site Materials supplied by them to the Developer, and that it has obtained all necessary permissions and rights from the applicable licensors, as appropriate, to use all Intellectual Property in the Client Site Materials.

- 8.2 The Developer warrants that it owns or has the right to use all Developer Site Materials supplied to the Client, and that it has obtained all necessary permissions and rights from the applicable licensors, as appropriate, to use all Intellectual Property in the Developer Site Materials.

Developer shall not be permitted to use all Developer Site Materials supplied to the Client, and that it has obtained all necessary permissions and rights from the applicable licensors, as appropriate, to use all Intellectual Property in the Developer Site Materials.

- 8.3 The Developer shall assign to the Client all Intellectual Property Rights in the Website and all materials created by the Developer in connection with the Website. Upon receipt by the Client of the Website, the ownership of the same shall be deemed to have been assigned to the Client, and the Parties shall execute an assignment of Intellectual Property Rights to the Client.

Developer shall assign to the Client all Intellectual Property Rights in the Website and all materials created by the Developer in connection with the Website. Upon receipt by the Client of the Website, the ownership of the same shall be deemed to have been assigned to the Client, and the Parties shall execute an assignment of Intellectual Property Rights to the Client.

- 8.4 The Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.4.1 promptly notifies the Developer of the claim or proceedings;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.4.2 makes no admission of liability without the Developer's prior written consent;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.4.3 provides the Developer with all information and assistance that the Developer may reasonably require to defend or settle the claim or proceedings;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.4.4 gives the Developer the authority to defend or settle the claim or proceedings.

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Client Site Materials, provided that the Client:

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.5.1 promptly notifies the Developer of the claim or proceedings;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.5.2 makes no admission of liability without the Client's prior written consent;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.5.3 provides the Developer with all information and assistance that the Client may reasonably require to defend or settle the claim or proceedings;

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.5.4 gives the Client the authority to defend or settle the claim or proceedings.

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

- 8.6 The indemnities set forth in this section shall not apply to the extent that the

Developer shall defend and hold the Client harmless against all damages, losses, and expenses arising out of or in connection with the infringement of Intellectual Property Rights by any part of the Website created by the Developer, provided that the Client:

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Site Materials, any Developer Agreement, [or] any part of the look and feel of the Website or any of any website or other material

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it has the full power and authority
er, this Agreement.

ons under this Agreement with
with generally established and
prevailing in the website design,

shall be free of errors, viruses, and in accordance with the Project >> from the date that acceptance event that the Website does not specification, the Developer shall project Specification without undue

shall not apply to the extent that any
arises out of modifications made
without the direct involvement of

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for any loss of profit, anticipated will, or business opportunity, or for e.

Party's liability under sub-Clause hereunder shall count towards the e 10.3.

al liability to the other in respect of
calendar year arising out of or in
her in contract, tort (including
<<insert sum>>.

include either Party's liability for death or personal injury caused by negligence; fraud; any breach of the Consumer Protection (Cancellation of Contracts for the Supply of Goods) Act 1979 or by Section 2 of the Unfair Contract Terms Act 1977; the deliberate or wilful acts, or sub-contractors; or for any acts or omissions not excluded by law.

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12.5.4 not transfer
written cons
satisfied:

- a) the Client and the Developer have provided suitable safeguards for the transfer of the data;
- b) the Client and the Developer have provided suitable safeguards for the transfer of the data;
- c) the Developer has provided suitable safeguards for the transfer of the data;
- d) the Developer has provided suitable safeguards for the transfer of the data.

12.5.5 assist the Client in responding to any and all requests from the Client for ensuring its compliance with the Data Protection Act 1998, in respect to security, breach notifications, and consultations with supervisory authorities of the Client, but not limited to, the Information Commissioner's Office.

12.5.6 notify the Client of any data breach of which the Developer becomes aware of a personal data breach.

12.5.7 on the termination of the agreement, return all personal data of the Client to the Client and delete (or otherwise dispose of) or destroy all copies thereof to the Client on request.

12.5.8 maintain complete records of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Client and the Developer.

12.6 [The Developer shall be responsible for its obligations with respect to the processing of personal data.]

OR

12.6 [The Developer shall be responsible for its obligations with respect to the processing of personal data without the prior written consent of the Client. If the Developer appoints such a sub-processor, the Developer shall be responsible for its obligations with respect to the processing of personal data.]

12.6.1 enter into a sub-processing agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer under Clause 12 and which shall permit both the Client and the Developer to audit the sub-processor's compliance with those obligations; and

12.6.2 ensure that the sub-processor complies fully with its obligations under the Data Protection Act 1998 and the Data Protection Regulations 2018.

12.7 [In the event that the Client appoints a sub-processor, the Client and the Developer shall remain fully liable for all acts and omissions of the sub-processor.]

12.8 Either Party may, at any time, terminate this Clause 12, upon written notice, alter

side of the UK without the prior written consent of the Client, only if the following conditions are satisfied:

a) the Client and the Developer have provided suitable safeguards for the transfer of the data;

b) the Client and the Developer have provided suitable safeguards for the transfer of the data;

c) the Developer has provided suitable safeguards for the transfer of the data;

d) the Developer has provided suitable safeguards for the transfer of the data.

st, in responding to any and all requests from the Client for ensuring its compliance with the Data Protection Act 1998, in respect to security, breach notifications, and consultations with supervisory authorities of the Client, but not limited to, the Information Commissioner's Office.

on becoming aware of a personal data breach.

delete (or otherwise dispose of) or destroy all copies thereof to the Client on request.

ords of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Client and the Developer.

f its obligations with respect to the processing of personal data.]

f its obligations with respect to the processing of personal data without the prior written consent of the Client. If the Developer appoints such a sub-processor, the Developer shall be responsible for its obligations with respect to the processing of personal data.]

n the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer under Clause 12 and which shall permit both the Client and the Developer to audit the sub-processor's compliance with those obligations; and

lies fully with its obligations under the Data Protection Act 1998 and the Data Protection Regulations 2018.

acts its obligations with respect to the processing of personal data, as between the Client and the Developer, shall remain fully liable for all acts and omissions of the sub-processor.]

ast <<insert period>> notice, alter the data processing clauses or

similar terms that for
shall apply and repl

certification scheme. Such terms
attachment to this Agreement.]

13. Network and Information

13.1 The Developer has
information systems
that the information
that it shall inform th

measures to protect its network and
1. The Developer hereby warrants
0 is accurate and up-to-date and
any changes made thereto.

13.2 The Developer shall
aware of any secur
that has the potenti
undue delay to any
any such incident,
by the Client or the
any reporting oblig
Information System
statutory or regulato

mediately in the event that it becomes
network and information systems
the Developer shall respond without
ists from the Client with respect to
that incident has been discovered
times keeping in mind the extent of
the Client under the Network and
"NIS Regulations") and any other
the Client is required to comply.

13.3 The Developer shall
ensure business co

s] OR [reasonable endeavours] to
all times.

13.4 The Developer shall
compliance with the
include, but not be
incidents (suspecte

fully with the Client with respect to
co-operation and compliance shall
information in the event of security
ns by regulatory authorities.

14. Confidentiality

14.1 Each Party underta
authorised in writing
this Agreement an
expiry:

provided by sub-Clause 14.2 or as
shall, at all times during the term of
> years] after its termination or

14.1.1 keep confide

information;

14.1.2 not disclose

tion to any other party;

14.1.3 not use any
contemplate

n for any purpose other than as
terms of this Agreement;

14.1.4 not make an
any Confide

ny way, or part with possession of

14.1.5 ensure that
contractors c
be a breach

officers, employees, agents, sub-
which, if done by that Party, would
Clauses 14.1.1 to 14.1.4 above.

14.2 Either Party may:

14.2.1 disclose any

to:

a) any sub-con

Party;

b) any govern

or regulatory body; or

c) any employe
persons, par

y or of any of the aforementioned

to such exte

for the purposes contemplated by

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15.2.8 control of the Website shall be exercised by any person or connected persons not connected to the Client or any other Party on the date of this Agreement. For the purposes of this Clause 15, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

15.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations or claims which have already accrued to either Party.

15.4 On the termination or expiry of this Agreement, the Client shall:

15.4.1 all licences granted to the Developer by the Client under this Agreement shall terminate immediately;

15.4.2 the Developer shall return to the Client all Site Materials and any and all copies of the same which are in its possession to the Client without undue delay;

15.4.3 the Developer shall provide such assistance as is reasonably required by the Client to enable the Client to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Client in connection with such assistance;

15.4.4 any provisions of this Agreement which survive the termination or expiry of this Agreement shall remain in full force and effect.

16. Force Majeure

16.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond their reasonable control.

16.2 In the event that a Party is prevented by Force Majeure from performing their obligations hereunder, the affected Party shall be entitled to a reasonable extension of time for performing those obligations [amounting to a period of <<insert period>>] during which their performance is prevented.

16.3 In the event that a Party is prevented by Force Majeure from performing their obligations hereunder for a continuous period of <<insert period>>, the affected Party may, at its discretion terminate this Agreement by written notice at the end of that period.

17. Audit

17.1 The Client shall have the right to audit the Developer's compliance with this Agreement (including the Developer's compliance with the data processing provisions of Clause 12) on giving <<insert period>> written notice to the Developer. Audits under this Clause 17 may, at the Client's discretion, be conducted by the Client or its auditors or it may include an onsite audit of the Developer.

17.2 The Client shall inform the Developer of the identity of any auditors appointed by it under this Clause. The Developer shall ensure that external third-party auditors are appointed, shall ensure that such auditors are subject to suitable obligations of confidentiality and shall ensure that such auditors are not connected to the Client or any other Party.

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18. **No Waiver**

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any

of its rights under this Agreement or a waiver by either Party of a breach of the same or any subsequent breach of the same or any

19. **Further Assurance**

Each Party shall execute and do all such acts and things as may be necessary to carry out the intent of this Agreement.

deeds, documents and things as may be necessary to carry out the intent of this Agreement into full force and effect.

20. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

21. **Assignment and Sub-Contracting**

21.1 [Subject to sub-Clause 21.2, the obligations under this Agreement are personal to the Party and shall not be assigned (otherwise than by operation of law) or otherwise delegated or its rights hereunder or its obligations hereunder assigned or otherwise delegated without the consent of the other Party, such consent not to be unreasonably withheld.]

Agreement] **OR** [This Agreement] may assign, mortgage, charge, lease, or otherwise delegate any of its rights hereunder or its obligations hereunder or its rights hereunder or its obligations hereunder without the consent of the other Party, such consent not to be unreasonably withheld.]

21.2 [Subject to sub-Clause 21.1, the obligations under this Agreement may be assigned (otherwise than by operation of law) or otherwise delegated or its rights hereunder or its obligations hereunder assigned or otherwise delegated without the consent of the other Party, such consent not to be unreasonably withheld.]

shall be entitled to perform any of the obligations under this Agreement through suitably qualified subcontractors. Any act or omission of any other member of its group or subcontractors shall, for the purposes of this Agreement, be deemed to be the act or omission of the Developer.]

22. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, or other relationship between the Parties other than the contractual relationship created by this Agreement.

23. **Third Party Rights**

23.1 Unless expressly stated otherwise, the provisions of this Agreement shall not confer rights on any third party (other than the Third Parties) Act 1999.

of this Agreement is intended to confer rights on any third party (other than the Third Parties) Act 1999.

23.2 Subject to this Clause, the provisions of this Agreement shall continue and be binding on the Party as required.

shall continue and be binding on the Party as required.

24. **Notices**

24.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

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notice.

24.2 Notices shall be deemed to have been given:

24.2.1 when delivered by hand to the addressee or to a registered messenger;

24.2.2 when sent, by post, by email or by any other means of electronic transmission;

24.2.3 on the fifth business day after the date of the mailing, if mailed by national ordinary mail;

24.2.4 on the tenth business day after the date of the mailing, if mailed by airmail, postage prepaid.

In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the Party.

given:

by hand to the addressee or other messenger (including a registered messenger) during business hours of the recipient; or

by email or e-mail and a successful transmission has been generated; or

by registered mail, if mailed by national ordinary mail;

by registered mail, if mailed by airmail, postage prepaid.

In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the Party.

25. Entire Agreement

25.1 [Subject to Clause 25.2] This Agreement contains the entire agreement between the Parties to its subject matter and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.

25.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or not made) other than that provided in this Agreement.

Agreement contains the entire agreement between the Parties to its subject matter and may not be modified except by a written instrument signed by the duly authorised representatives of the Parties.

Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, statement or other provision (made or not made) other than that provided in this Agreement.

26. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties to it on separate occasions. Each counterpart when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

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27. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

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28. Law and Jurisdiction

28.1 This Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

28.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales.

This Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be governed by, and construed in accordance with, the law of England and Wales.

Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising out of or in connection with it) shall be referred to and determined by the courts of England and Wales.

SIGNED for and on behalf of the Defendant

<<Name and Title of person signing

Authorised Signature

Date: _____

SIGNED for and on behalf of the C

<<Name and Title of person signing

Authorised Signature

Date: _____

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Project Specification

<<Insert Project Specification>>

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Acceptance Tests

<<Insert details of Acceptance Tests<<

Acceptance Retests

<<Insert details of Acceptance Retests<<

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Project Fees

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Hosting Specification

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Hosting Fees

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Third-Party Software

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Developer's Data Protection <i><insert name></i>
<<Attach Notice or Policy>>]

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Client's Data Protection <<insert your client's data protection policy here>>
<<Attach Notice or Policy>>]

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1. Data Processing

Scope

<<Insert description of the scope of processing to be carried out>>.

Nature

<<Insert description of the nature of processing to be carried out>>.

Purpose

<<Insert description of the purpose of processing to be carried out>>.

Duration

<<Insert details of the duration of processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 12.5.2>>.

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Developer's Network and Information Security

1. System and Facility Security

<<Insert details of the Developer's policies governing information security, risk analysis, HR, operational security management, and (if applicable) employee training. Include details of how such it relates to the Client. Include details of any policies that the Developer has in place to protect the security of its network and information systems, such as system failure, human error, malicious damage, or natural events. Include details of how such measures are routinely tested and assessed.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of the measures the Developer has in place to ensure the accessibility and availability of its services.>>

<<Insert details of any measures the Developer has in place to restrict access to network and information systems, such as administrative network access.>>

2. Incident Handling Measures

<<Insert details of the Developer's processes and procedures for ensuring the timely and adequate detection and awareness of incidents. Include details of how such processes and procedures are maintained.>>

<<Insert details of the Developer's processes for reporting incidents and for finding vulnerabilities and weaknesses in its systems.>>

<<Insert details of the Developer's processes for determining the severity of incidents, analysing those incidents, and documenting the lessons learned from them which may in turn be used to support the continuous improvement of the Developer's processes and procedures.>>

3. Business Continuity

<<Insert details of the measures the Developer has in place to ensure business continuity for the websites it hosts. Also provide details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's measures. Also provide details of how such measures are routinely tested and assessed.>>

4. Monitoring, Auditing, and Testing

<<Insert details of the Developer's monitoring, measurement, and assessment of its network and information systems to ensure they are functioning as intended. Also provide details of how such measures are routinely tested and assessed.>>

<<Insert details of the Developer's compliance with applicable standards and/or guidelines, the means by which such compliance is measured, and the measures in place for ensuring that all applicable records are maintained.>>

<<Insert details of the relevant p
flaws in the security measures ap
data and maintain functionality.>>

5. International Standards

<<Insert details of any applicable i
of compliance with those standard

used by the Developer to identify
information systems that protect

nd, where relevant, provide details

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